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Attorney for Defendant Adam Stokes

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ELIZABETH RUEDA and EDWARD
RUEDA, as co-personal representatives
of the Estate of Gilma Rueda,

Plaintiffs

vs.

ADAM D. STOKES,

Defendant

CASE NO. 23-cv-00709-CDS-BNW

**STIPULATION AND ORDER OF
DISMISSAL WITHOUT
PREJUDICE BASED ON
AGREEMENT TO ARBITRATE**

Come now Plaintiffs ELIZABETH RUEDA and EDWARD RUEDA, as co-personal representatives of the Estate of Gilma Rueda (“Plaintiffs”), and Defendant ADAM D. STOKES, (“**Defendant**” and together with Plaintiffs, the “**Parties**”), through their respective undersigned counsel of record, the law firms of Venable LLP and Thompson Burton PLLC, and submit this Stipulation and Order of Dismissal of this action without prejudice, with each Party to bear their own attorney’s fees and costs.

For grounds, Plaintiffs state that the Parties have agreed to submit the disputes at issue in this action to arbitration in a process recommended by and based on the Dispute Resolution Rules of the State Bar of Nevada Fee Dispute Committee (the “**Fee Dispute Committee**”) under an arbitration agreement (a copy of which is attached hereto as Exhibit A) that provides for arbitration

1 of matters that might otherwise exceed any potential jurisdictional limit of the Fee Dispute
2 Committee.

3 Counsel for Plaintiffs is authorized by agreement to file via CM/ECF this Stipulation on
4 behalf of all Parties.

5 Accordingly, the Parties stipulate and agree that this action be DISMISSED WITHOUT
6 PREJUDICE, with all Parties to bear their own attorney's fees and costs incurred in this action.

7
8 DATED this 13th day of February, 2024.

9 VENABLE LLP

THOMPSON BURTON PLLC

10 /s/W. Barry Blum

/s/Jon E. Field

11 W. BARRY BLUM

JON E. FIELD

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18 *Attorneys for Plaintiffs*

Attorneys for Defendant

19 Based on the parties' stipulation, this case is dismissed without prejudice, with each
20 party to bear its own costs and fees. The Clerk of Court is kindly instructed to close this case.

21 IT IS ORDERED.

22 
Cristina D. Silva
23 United States District Judge

24 Dated: February 16, 2024

Exhibit “A”

ARBITRATION AGREEMENT

THIS ARBITRATION AGREEMENT (this “Agreement”) is entered into this 25th day of January, 2024 (the “Effective Date”) by and amongst Elizabeth Rueda and Edward Rueda, as co-personal representatives of the Estate of Gilma Rueda, (“Petitioners”), and Adam Stokes, an individual, (“Respondent”), with respect to the parties’ mutual agreement to voluntarily submit that certain dispute (Fee Dispute”) set forth in *Elizabeth Rueda and Edward Rueda v. Adam D. Stokes*, Case No. 2:23-cv-00709, U.S. District Court for the District of Nevada (the “Lawsuit”), to binding arbitration under the State Bar of Nevada Dispute Arbitration Committee Rules of Procedure (as modified herein) before Hon. Judge Gonzalez (Ret.) or any other mutually-agreed arbitrator at Advanced Resolution Management (“ARM”) or another alternative dispute resolution service provider. The Parties further agree as follows:

1. Any and all controversies, claims or disputes arising out of, relating to or concerning the Fee Dispute are submitted to binding arbitration with ARM pursuant to a referral by the State Bar of Nevada Fee Dispute Arbitration Program. Arbitration will be held in the County of Clark, State of Nevada, and, excepted as modified herein, will be governed by the State Bar of Nevada Dispute Arbitration Committee Rules of Procedure (as amended November 8, 2017). A copy of the Dispute Committee Rules is attached hereto.

2. The Parties agree that Petitioners may, in lieu of a Petition under Rule IV(A), submit to ARM the Complaint filed in the Lawsuit, and the arbitration will for all purposes be deemed to have been initiated as of the date the Complaint was filed. Defendant authorizes his legal counsel, Thompson Burton, PLLC, to accept service of Petitioners’ Complaint-Petition on behalf of Defendant. The Parties mutually agree to complete and file any Submission to Arbitration or other documents required by ARM to proceed with the arbitration.

3. The Parties agree no jurisdictional limit applicable to the Fee Dispute Committee, or bar to considering a matter previously in litigation will prevent the arbitrator from deciding the Fee Dispute under this Agreement. Also, the three-arbitrator requirement in Rule VII(B) of the Dispute Committee Rules is waived in accordance with Rule VII(C), and the parties agree to proceed with one arbitrator.

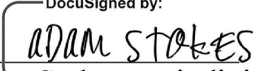
4. The Arbitrator will have the power to enter an Award as provided in Rule X of the Dispute Committee Rules. It is agreed upon that the Arbitrator’s decision shall be final, conclusive, and binding on the Parties. Judgment may be entered on the Arbitrator’s award in a state or federal court in Nevada with jurisdiction.

5. The Parties further agree that the arbitrator and arbitration will not be subject to any administrative process referenced in the Fee Dispute Rules involving the Committee, the Executive Council, or any other administrator referred to in the Fee Dispute Rules. Rather, the Parties intend that the application of the Fee Dispute Rules is not intended to subject the arbitrator to the oversight or review of the Fee Dispute Committee or any other administrative authority.

6. The arbitrator shall have the authority to resolve any conflict or dispute between the terms of this Agreement and the Fee Dispute Rules.

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Agreement to be executed as of the Effective Date.

Respondent

DocuSigned by:

Adam Stokes, an individual

Petitioners

Elizabeth Rueda, co-Personal
Representative

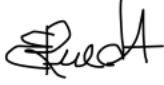
Edward Rueda, co-Personal
Representative

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Respondent

Adam Stokes, an individual

Petitioners



Elizabeth Rueda, co-Personal
Representative

Edward Rueda, co-Personal
Representative

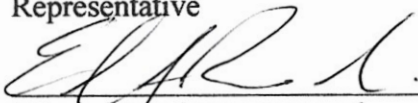
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Respondent

Adam Stokes, an individual

Petitioners

Elizabeth Rueda, co-Personal
Representative



Edward Rueda, co-Personal
Representative